

# **CONTRACT BIDDING DOCUMENTS**

**For**

**PARTIAL RE-ROOFING AND  
RELATED WORK AT  
AIKEN ELEMENTARY SCHOOL  
212 KING PHILIP DRIVE  
WEST HARTFORD, CT**

**BID # 6177F  
SDE PROJECT # 155-0232 RR  
TOWN PROJECT # 2008-0103**



**INFORMATION**

PARTIAL RE-ROOFING AND RELATED WORK AT  
AIKEN ELEMENTARY SCHOOL  
212 KING PHILIP DRIVE  
WEST HARTFORD, CT

**ARCHITECT**

PREISS/BREISMEISTER ARCHITECTS  
30 WALL STREET  
NORWALK, CT

**PROJECT MANAGER**

JOSEPH MERCIERI  
CAPITAL PROJECTS MANAGER

**ALL QUESTIONS TO**

PURCHASING SERVICES  
TAMMY BRADLEY  
SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office emailed to [Tammyb@westhartford.org](mailto:Tammyb@westhartford.org) or faxed to 860-561-7492 at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

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- Division 7     Thermal and Moisture Protection  
07530 EPDM Membrane Roofing  
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\*\*     Section 02081 – Asbestos Roofing Removal & Roof Plan Abatement, of these specifications are included as a guide for removal and disposal of asbestos containing materials. It is the Contractor's responsibility to insure that all Federal, State and Local requirements for handling of asbestos containing materials are met and that proper precautions for protection of personnel and the public are adhered to. The specification section mentioned above were prepared by (Owner's Consultant) EnviroMed Services, Inc., 470 Murdock Avenue, Box 13, Meriden, CT 06450, telephone 203 238 4846, and are included herein as a courtesy to the Owner. They do not represent instructions, decisions or directions on the part of the Architect.

END OF DOCUMENT



### **PROJECT NARRATIVE**

The project consists of replacement of approximately 48,000 sq. ft. of existing roofing with a fully adhered .060 EPDM roofing system with a 20 year warranty. Masonry chimney removal, removal and replacement of roof top equipment and plumbing work associated with roof replacement is part of the project scope. The project also includes an alternate for a fully adhered .090 roofing system with a 30 year warranty.

The Contractor shall provide construction fencing surround their operation and stored materials at all time to prevent any entry of unauthorized personnel.

The contractor shall provide materials and labor to cover interior spaces with light plastic sheathing to protect all surfaces from roof debris.

Estimate: \$800,000.00

END OF DOCUMENT

## LIST OF DRAWINGS

A-1	Roofs A (Partial) & H1 Plan
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A-3	Reflected Ceiling, Floor Plans & Details
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A-5	Details
A-6	Roof Drain Analysis & Riser Diagrams

END OF DOCUMENT

Town of West Hartford  
Capital Projects  
Work Rules

General

Contractor, supervisory, and trades personnel will be required to be familiar with and adhere to the Project work rules. Failure to comply with these Work Rules may result in being banned from the project site. All construction activities that are disruptive to school operations (due to noise, vibration, dust, odors, etc) shall occur outside regular school hours.

Foreman/Supervisory Personnel

1. Trade Foreman/Superintendent must be on the jobsite whenever their manpower is on site. This includes subcontractor personnel.
2. Have manpower available onsite to receive and unload your materials whenever deliveries are made. (If manpower is not available the delivery will be sent back.)
3. Keep all working drawings used in the field up to date with all changes.
4. Maintain complete files of Material Safety Data Sheets (MSDS) on the jobsite.
- 5.. Keep all "as built" drawings up to date.
- 6.. No entry to the building is allowed except to do tie ins. When entry is required each individual must sign in at main office and obtain a visitor's badge.

All Contractor Personnel

1. Job hours are 7:00 AM to 3:30 PM for first shift and 3:30 PM to 11:00 PM for second shift. Additional time may be subject to custodial overtime charges of approximately \$25.00 per hour.
2. No material deliveries or movement of construction vehicles among buses/students during student drop-off or pick-up times. 8:00-8:45 AM & 3:15-3:45 PM Monday, Tuesday, Thursday, Friday and 1:45 PM-2:15 PM on Wednesday.
3. No alcohol or controlled substances allowed on the school property.
4. No smoking within the building or on the school property.
5. No food is to be eaten in the building. All food related trash is to be removed from the site at the end of each day.
6. Clean up all work areas daily. Keep the job clean and debris free.
7. Coordinate your work with the work of other trades. Check preceding work prior to starting new work. Do not proceed unless preceding work is completely acceptable.
8. Protect your work at all times from damage.
9. Park in designated areas only. Keep parking areas accessible for emergency vehicles. Privately owned vehicles are not permitted in areas of construction.

Safety

1. A copy of the contractors safety program shall be present at job site.
2. All work activities are to be planned with Safety as the #1 priority.
3. The owner is to be notified immediately of all accidents, injuries and near misses, no matter how small.
4. A first aid kit large enough for their crew size is to be provided by the contractor.
5. A proper fire extinguisher supplied by the contractor shall be present at the work area.
6. All personnel in work areas will have, as a minimum, hard hats, safety glasses, work shoes, shirts with sleeves, and long pants. Hard hats have to have company and employees name.
7. No interruption of building services (e.g. power, water, fire alarm intercom, ventilation, heating, cooling, etc.) without prior coordination with owner.
8. No use of any tools, equipment or supplies, other than contractors supplied.

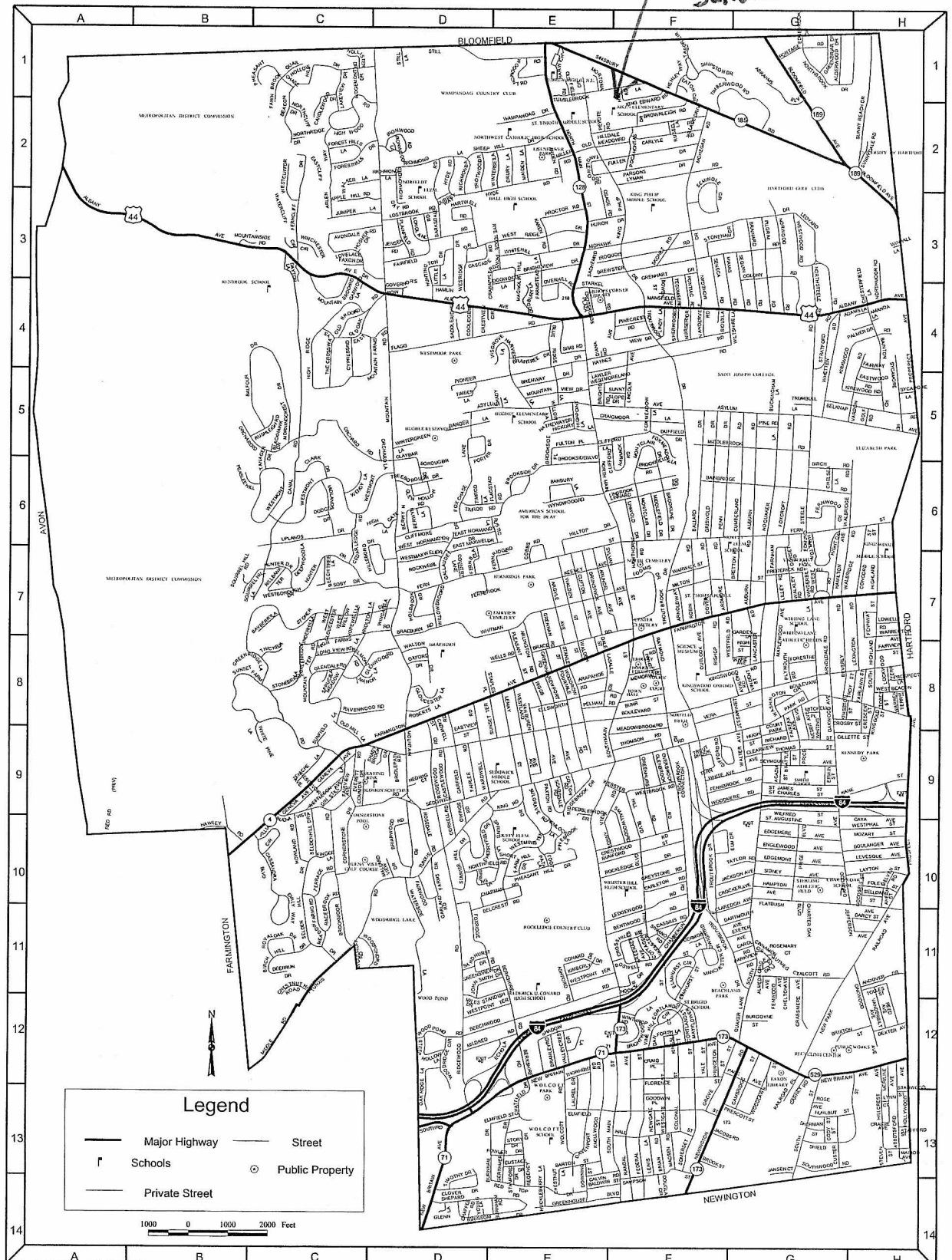
- L. Noise created as a result of or relating to an emergency.
- M. Noise generated by construction activity shall be exempted between the hours of 7:00 a.m. to one (1) hour after sundown, Monday through Saturday.
- N. Noise created by blasting other than that conducted in connection with construction activities shall be exempted, provided that the blasting is conducted between 8:00 a.m. and 5:00 p.m. local time at specified hours previously announced to the local public or provided that a permit for such blasting has been obtained from local authorities.
- O. Noise created by on-site recreational or sporting activity which is sanctioned by the state or local government, provided that noise discharged from exhausts is adequately muffled to prevent loud and/or explosive noises therefrom.
- P. Patriotic or public celebrations not extending longer than one (1) calendar day.
- Q. Noise created by aircraft.
- R. Noise created by products undergoing test, where one of the primary purposes of the test is the evaluation of product noise characteristics and where practical noise control measures have been taken.
- S. Noise generated by transmission facilities, distribution facilities and substations of public utilities providing electrical powers, telephone, cable television or other similar services and located on property which is not owned by the public utility and which may or may not be within utility easements.

#### § 123-3. General compliance.

Nothing in any portion of this chapter shall in any manner be construed as authorizing or legalizing the creation or maintenance of a nuisance, and compliance of a source with this

# TOWN OF WEST HARTFORD STREET MAP

AIKEN  
SCHOOL



00107

# APPLICATION FOR ACCEPTANCE OF ROOFING SYSTEM



## CONTACT INFORMATION:

## INDEX NUMBER:

ROOFING CONTRACTOR (NAME & ADDRESS)	TELEPHONE NO.:	FAX:
	E-MAIL ADDRESS:	CONTACT:
CLIENT (NAME & ADDRESS)	TELEPHONE NO.:	FAX:
	E-MAIL ADDRESS:	CONTACT:

## OVERVIEW OF WORK: (Submit 1 form per roof area)

Building Name & Number:			
Building Dimensions: Length:	ft/m;	Width:	ft/m.; Height ft/m.
Roof Slope:			
Parapet Height ,max (in./m):		Parapet Height ,min (in./m):	
Type of Work:	<input type="checkbox"/> New Construction <input type="checkbox"/> Recover (New roof over existing Roofing System) <input type="checkbox"/> Reroof (New cover/remove existing roofing system to deck) <input type="checkbox"/> Other		
FM Approved RoofNav Assembly Numbers:			

## ROOF SURFACING:

<input type="checkbox"/> None	
<input type="checkbox"/> Coating	(Trade Name/Application Rate)
<input type="checkbox"/> Granules	(Application Rate)
<input type="checkbox"/> Gravel/Slag	(Application Rate)
<input type="checkbox"/> Ballast: <input type="checkbox"/> Stone Size <input type="checkbox"/> Pavers    (Beveled or square edge); <input type="checkbox"/> Other:	
Ballast Weight (psf): Field:	Perimeter: Corners:

## ROOF COVER/MEMBRANE:

(Please provide ALL applicable details including trade name, type, number of plies, thickness, reinforced, adhesive)

<input type="checkbox"/> Panel: <input type="checkbox"/> Through Fastened Metal <input type="checkbox"/> Standing Seam metal <input type="checkbox"/> Fiber Reinforced Plastic (FRP) <input type="checkbox"/> Other:	
<input type="checkbox"/> Built Up Roofing (BUR)	
<input type="checkbox"/> Modified Bitumen	
<input type="checkbox"/> Single Ply: <input type="checkbox"/> Adhered <input type="checkbox"/> Fastened <input type="checkbox"/> Ballasted	
<input type="checkbox"/> Spray Applied	
<input type="checkbox"/> Other:	

## BASE SHEET:

(Please include Trade Name, Type, and Width)

<input type="checkbox"/> None	
Trade Name:	Width: <input type="checkbox"/> 36 In. <input type="checkbox"/> 1 meter (39 In.)
<input type="checkbox"/> Fastened <input type="checkbox"/> Adhered <input type="checkbox"/> Secured per RoofNav <b>OR</b> <input type="checkbox"/> Per FM Global Loss Prevention Data Sheet 1-29	
Comments:	
<input type="checkbox"/> Air Retarder	
<input type="checkbox"/> Vapor Retarder	

## INSULATION

Layer	Trade Name	Thickness (In.)	Fastened	Adhered	Tapered
1. Top			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Next			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Next			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Next			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<input type="checkbox"/> Glass Fiber/Mineral Wool/Batt	<input type="checkbox"/> Facer Type/Vapor Barrier
<input type="checkbox"/> Thermal Barrier	
<input type="checkbox"/> Other:	
<input type="checkbox"/> None	

# APPLICATION FOR ACCEPTANCE OF ROOFING SYSTEM



## DECK:

(Please include manufacturer, type, yield strength, thickness/gage, etc.)

<input type="checkbox"/> Steel:	
<input type="checkbox"/> LWIC (Form Deck):	<input type="checkbox"/> Cementitious Wood Fiber:
<input type="checkbox"/> Concrete: <input type="checkbox"/> Pre-cast panels or <input type="checkbox"/> Cast in Place	
<input type="checkbox"/> Wood	
<input type="checkbox"/> Fiber Reinforced Cement	<input type="checkbox"/> Fiber Reinforced Plastic
<input type="checkbox"/> Gypsum: <input type="checkbox"/> Plank	<input type="checkbox"/> Poured
<input type="checkbox"/> Other:	
Comments:	

## ROOF STRUCTURE (Include Size, Gage, Etc.):

<input type="checkbox"/> Purlins <input type="checkbox"/> "C" OR <input type="checkbox"/> "Z"		
<input type="checkbox"/> Joists <input type="checkbox"/> Wood OR <input type="checkbox"/> Steel		
<input type="checkbox"/> Beams <input type="checkbox"/> Wood OR <input type="checkbox"/> Steel		
<input type="checkbox"/> Other:		
Spacing: Field:	Perimeter:	Corners:
Comments:		

## FASTENERS USED IN ROOF ASSEMBLY:

<b>Roof Cover Fasteners:</b> Trade Name:		Length:	Diameter:
Stress Plate/Batten:			
Spacing: Field: <b>X</b>	Perimeter: <b>X</b>	Corners: <b>X</b>	
<b>Insulation Fasteners:</b> Trade Name:		Type:	
Size:		Stress Plate:	
Spacing: Field:	Perimeter:	Corners:	
<b>Deck Or Roof Panels Fasteners:</b>		Type:	
Trade Name:		Size Washer:	
If Weld: Size:	Weld:	Washer:	
Deck Side Lap Fasteners: Field: <b>X</b>	Perimeter: <b>X</b>	Corners: <b>X</b>	
Spacing: Field: <b>X</b>	Perimeter: <b>X</b>	Corners: <b>X</b>	
<b>Base Sheet Fasteners</b>		Type:	
Trade Name:		Length:	
Head Diameter:		Length:	
Spacing: (Attached Sketches as necessary)		Perimeter:	
Spacing Along Laps: Field:		Corners:	
No. Intermediate Rows: Field:		Corners:	
Spacing Along Intermediate Rows: Field:		Corners:	

## PERIMETER FLASHING:

(Attach a detailed sketch of metal fascia, gravel stop, nailer, coping, etc.)

<input type="checkbox"/> FM Approved Flashing	<input type="checkbox"/> Per FM Global Loss Prevention Data Sheet 1-49
<input type="checkbox"/> Other:	Comments:

## DRAINAGE:

For new construction: Has roof drainage been designed by a Qualified Engineer per FM Global Loss Prevention Data Sheet 1-54 and the local building code? <input type="checkbox"/> Yes <input type="checkbox"/> No (Attach details)
For re-roofing and recovering: will the roof drainage be changed from the original design (for example: drain inserts, drains covered or removed, new expansion joints, blocked or reduced scupper size)? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, were the changes reviewed by a Qualified Engineer? <input type="checkbox"/> Yes <input type="checkbox"/> No (Attach details)
Is secondary (emergency) roof drainage provided per FM Global Data Sheet 1-54? <input type="checkbox"/> Yes <input type="checkbox"/> No (Attach details)

Signature of Property Owner: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Installing Contractor: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# APPLICATION FOR ACCEPTANCE OF ROOFING SYSTEM



## FM Global OFFICE REVIEW

(Please leave blank for FM Global Office Review)

### WIND:

Design Wind Speed: (mph)	Ground Terrain: <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D
Uplift Pressure in field: (psf)	Uplift Rating Required:
Adequate Uplift Rating Provided:	Adequate? <input type="checkbox"/> Yes <input type="checkbox"/> No

### FIRE:

Internal Assembly Rating: <input type="checkbox"/> Class 1 <input type="checkbox"/> Class 2 <input type="checkbox"/> Non-Combustible	
External Fire Rating: <input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C <input type="checkbox"/> None	
Concealed Spaces? <input type="checkbox"/> Yes <input type="checkbox"/> No	Sprinklers below Roof? <input type="checkbox"/> Yes <input type="checkbox"/> No
Adequate? <input type="checkbox"/> Yes <input type="checkbox"/> No	

### HAIL:

Hail Rating Needed? <input type="checkbox"/> SH <input type="checkbox"/> MH <input type="checkbox"/> None	Hail Rating Provided? <input type="checkbox"/> SH <input type="checkbox"/> MH <input type="checkbox"/> None
Adequate? <input type="checkbox"/> Yes <input type="checkbox"/> No	

### COLLAPSE:

If standing seam, has collapse been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No
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### COMMENTS:

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

### FM Global Field Review:

(Leave blank for on-site review by FM Global Loss prevention Consultant):

System installed per reviewed/accepted plans? ☐ Yes ☐ No

If no, explain:

Installation witnessed by FM Global? ☐ Yes ☐ No

Uplift test needed? ☐ Yes ☐ No

(Uplift testing is REQUIRED for applicable new and recover roofs in hurricane, typhoon or tropical cyclone prone regions (see DS 1-29 and 1-52 for more information))

Uplift testing satisfactorily completed ☐ Yes ☐ No ☐ DNA

If yes, note pressures held for the: Field \_\_\_\_\_ Perimeter \_\_\_\_\_ Corners \_\_\_\_\_

If no, explain and provide required and obtained uplift pressures and other details and attach to this form.

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_



## **INVITATION TO BID**

Sealed bids marked "PARTIAL RE-ROOFING AND RELATED WORK AT AIKEN ELEMENTARY SCHOOL BID#6177F" will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until 2:30 PM on MARCH 9, 2011 at which time they will be publicly opened and read.

Drawings and Specifications for review will be available in the Purchasing Office, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut, 06107. Bid Forms, Drawings, and Specifications may be obtained at this location for a non-refundable deposit of \$ 25.00. Make deposit check payable to the Town of West Hartford. The Town does not mail drawings and specifications. The Contractor may arrange for delivery of the drawings and specifications by a third party at the Contractor's expense. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address below.

A pre-bid conference will be held on FEBRUARY 23, 2011 at 2:30 PM at AIKEN SCHOOL, MAIN OFFICE, 212 KING PHILIP DRIVE at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

The Town of West Hartford has determined this project meets the criteria for participation in the State of Connecticut's Prequalification. The Contractor shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Failure to submit these items with the bid will result in disqualification of the bidder per C.G.S. § 4a-100. If you have any questions regarding these requirements contact the State of CT, DAS, at telephone number 860-713-5280 or visit their web site at [www.das.state.ct.us](http://www.das.state.ct.us). In conjunction, contractor must complete and submit with their State Prequalification documents, the Town of West Hartford's Supplement, section 204-10 executed.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informality in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the town's bid opening at which time the public is afforded an opportunity to record bid prices received in response to the town's solicitation. BIDDERS WHO WOULD LIKE THE RESULTS OF THE BID BUT ARE UNABLE TO ATTEND THE BID OPENING MUST SUBMIT WITH THEIR BID A SELF ADDRESSED STAMPED ENVELOPE AND NOTE REQUESTING A COPY OF THE BID RESULTS. We will endeavor to forward the bid results within two weeks. BIDDERS CALLING THE PURCHASING OFFICE FOR BID RESULTS WILL BE REFERRED TO THE ABOVE PROCEDURE.

TOWN OF WEST HARTFORD  
CHRIS JOHNSON  
PURCHASING AGENT

## INSTRUCTIONS TO BIDDERS

### ANTI DISCRIMINATION

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.

### APPLICABLE LAW

The Contract pursuant to this solicitation shall be governed by, and the Town and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Connecticut, except as otherwise provided in such Contract or in laws pertaining specifically to the Town. This Contract shall be governed by the laws of the State of Connecticut, and suits pertaining to this contract shall be brought only in federal or state courts in the state of Connecticut.

### ASSIGNMENT - DELEGATION

No right or interest in the contract shall be assigned by the Contractor without prior written permission of the Town, and no delegation of any duty of Contractor shall be made without prior written permission of the Town's Purchasing Agent. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

### AWARD OF CONTRACT

Award will be made to the lowest responsible qualified bidder.

A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

The Purchasing Agent reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, any individual in default or guilty of misrepresentation. Each bid will be received, with the understanding that the acceptance in writing by the Purchasing Agent of the offer to furnish any or all of the commodities described therein, shall constitute a contract between the Bidder and the Town, which shall bind the Bidder on his part to furnish and deliver the commodities at the prices given and in accordance with conditions of said accepted bid and specifications. No alterations or variations of the terms of the contract shall be valid or binding upon the Town unless made in writing and signed by the Purchasing Agent. The placing, in the mail to the address given in the bid or delivery of a notice of award to a bidder will constitute notice of acceptance of an offer. When so requested by the Purchasing Agent, the Contractor shall execute a formal contract with the Town for the complete performance specified therein. The contract may be terminated or annulled by the Purchasing Agent upon nonperformance of contract terms or failure of the Contractor to furnish performance surety and/or insurance certificates within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

Failure of a Contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Agent or failure to make replacements of rejected commodities when so requested, immediately or as directed by the Purchasing Agent, will constitute authority for the Purchasing Agent to purchase in the open market, the commodities to replace the commodities rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Town for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the Town reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

### BEST CUSTOMER PREFERENTIAL PRICING

The contractor shall reduce the contract price of any good or service for which a contract award is executed to an amount equal to or lower than any pricing offered to any other commercial customer or the general public. This reduction in price shall be applied when the goods or services are identical to those contracted for and quantities requested meet any minimum quantity requirements for such pricing.

### CERTIFICATION

By signature of the offeror, the offeror certifies:

The submission of the offer did not involve collusion or other anti-competitive practices.

The offeror had not given, offered to give, not intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting Contract and may be subjected to legal remedies by law.

The offeror submitting the offer hereby certifies that the individual signing the offer and/or Contract is an authorized agent for the offeror and has the authority to bind the offeror to the contract.

### CLAYTON ACT ASSIGNMENT OF RIGHTS

The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.

## CONTRACT

The contract pursuant to this solicitation shall be based upon the request for bid issued by the Town and the offer submitted by the Contractor in response to the request for bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the request for bid. The Town reserves the right to clarify any contractual terms with the concurrence of the Contractor. However, any substantial non-conformity in the offer, as determined by the Town Purchasing Agent, shall be deemed nonresponsive and the offer rejected. Such contract shall contain the entire agreement between the Town and the Contractor relating to this requirement and shall prevail over any and all previous Agreements, contract, proposals, negotiations, purchase orders or master Agreements in any form.

## CONTRACT AMENDMENTS

The contract pursuant to this solicitation shall be modified only by a written contract amendment signed by the Town Purchasing Agent and persons duly authorized to enter into contracts on behalf of the Contractor.

## COST OF BID PREPARATION

The Town shall not reimburse the bidder for the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

## DELIVERY

All prices bid must be on the basis of F.O.B. destination, inside delivery, unloaded and assembled unless otherwise indicated in the bidding documents. The contractor shall be responsible for all freight cost.

It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable O.S.H.A., Federal and State laws and regulations.

Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bidding documents. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

Delivery must be made as ordered and in accordance with the bidding documents. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Contractor.

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing cases, bailing or sacks, the containers to remain the property of the Town unless otherwise stated in the bidding documents.

## GRATUITIES

The Town may, by written notice to the Contractor, cancel the contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Town amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

## INDEMNIFICATION

The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford and the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments or any name or nature for:

Bodily injury, sickness, disease, or death; and/or

Damage to or destruction of property, real or personal; and/or

Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, Subcontractors or servants of the Town, the Board of Education, or the Contractor, or by the public, which is cause or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, its officers, employees, agents, or Subcontractors, in the performance of this Agreement or from the inaccuracy of any representation or warranty of the Contractor contained in the Contract Documents. This indemnity shall not be affected by other portions of the Agreement relating to insurance requirements.

- To the fullest extent permitted by law, the Contractor agrees to release, defend, indemnify, and hold harmless the West Hartford Board of Education and the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any loss, claim, cost penalty, fine or damage that may arise out of the failure of the Contractor, its officers, agents, employees or Subcontractors to comply with any laws or regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies. This undertaking shall not be affected by other portions of the Agreement relating to insurance requirements.

## INTERPRETATION OF BIDS

Qualified bids are subject to rejection in whole or in part. A qualified bid is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

Bidders are cautioned to initial erasures, alterations or corrections. Failure to do so may result in rejection of bids.

Unless limited by the term "no substitute", the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality that it will serve the purpose for which it is to be used, equally as well as that specified, and shall be deemed by the Town to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered, and bidder shall furnish such other information concerning the article being offered as necessary to evaluate its

acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

The Purchasing Agent reserves the right to reject any or all bids, or the bid for any one or more commodities or contracted services included in any or all bids, to waive any informality in bids and unless otherwise specified, to buy any part or the whole from one or more bidders when it is to the Town's best interest to do so.

#### **INTERPRETATION - PAROL EVIDENCE**

The contract pursuant to this solicitation is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of such Contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under the contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party had knowledge of the nature of this performance and opportunity to object.

#### **LAW OF WAIVER**

Any breach of contract which the Town does not object to shall not operate as a waiver of the Town to seek remedies available to it for any subsequent breach.

#### **LICENSES**

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

#### **PUBLIC RECORD**

All proposals submitted in response to this request shall become the property of the Town and shall become a matter of public record available for review subsequent to the award notification.

#### **PROPERTY TAX ASSESSMENT**

All owners of real estate, or of tangible personal property located in any town for three months or more during the assessment year immediately preceding any assessment day, who are nonresidents of such town, shall file lists of such real estate and personal property with the assessors of the town in which the same is located on such assessment day, if located in such town for three months or more in such year, otherwise, in the town in which such property is located for the three months or more in such year nearest to such assessment day, under the same provisions as apply to residents, and such personal property shall not be liable to taxation in any other town in this state. The list of each nonresident taxpayer shall contain his post-office and street address. The assessors shall mail to each nonresident, or to his attorney or agent having custody of his taxable property, at least fifteen days before the expiration of the time for filing lists, blank forms for filing lists of such property. The lists of taxable property of nonresidents shall be arranged in alphabetical order and separate from the lists of residents, provided no such separation shall be necessary in any town the board of assessors of which, upon the request of its property tax collector, has made rules and regulations approved by the secretary of the office of policy and management setting up an alternative method of arrangement.

#### **PROVISIONS REQUIRED BY LAW**

Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

#### **RELATIONSHIP OF PARTIES**

It is clearly understood that each party shall act in its own individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a Town payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any. The Contractor understands that it is not entitled to compensation in the form of salaries, or to paid vacation or sick days by the Town. The Contractor further understands that the Town shall not provide any insurance coverage to the Contractor, including workmen's compensation coverage.

#### **RIGHTS AND REMEDIES**

No provision in these solicitation documents or in the offeror's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### **SEVERABILITY**

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

#### **SUBCONTRACTS**

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the Town's Purchasing Agent. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Town shall not unreasonably withhold approval and shall notify the Contractor of the Town's position within a reasonable period of time.

#### **SUBMISSION OF BIDS**

Signed bid offers, on this form, must be returned in sealed envelopes addressed to Department of Finance, Division of Purchasing Services, Town Hall, 50 South Main St., West Hartford, CT 06107 and the envelope must bear the notation that it is a sealed bid, the Bid Number and the vendor's name and address.



Bidders are cautioned to examine the specifications, drawings, samples, etc. pertaining to the bid.

Failure on the part of the bidder to examine all pertinent documents samples, or job areas shall not entitle him to any relief from the conditions imposed in the proposal, the specifications and the contract. Unsigned bids or bids without an original signature will not be accepted. When a bidder desires an interpretation or clarification of any ambiguity in the bidding documents, he must contact the Purchasing Agent prior to bid opening. The Purchasing Agent's interpretation shall be final and will be made known to all bidders concerned. The bidder shall insert the price per stated unit and the extensions against each item which he proposed to provide. In the event of a discrepancy between the unit price and the extension, the unit price will govern. (If discounts are shown and there is an error in the extension of the total, the discount offered will govern.) If the price bid per unit is based on any unit other than that stated, the bidder shall state the unit on which the unit price is based.

A bid will not be accepted if it, or the Bid Surety if required, is received at the Purchasing Division Office after the stated time of opening as shown on the bid form. This applies to bids sent by mail as well as those hand delivered. Unsigned bids shall be rejected. Contractors must furnish Bid Surety. Labor & Materials and Performance Bonds when required. Certificates of Insurance may be required and must be furnished by the Contractor prior to any work being performed.

Purchases made by the Town are exempt from Fair Trade Laws as well as the payment of any sales, excise or Federal transportation taxes. Such taxes must not be included in bid prices. Tax exemption certificates, for merchandise accepted by the Town, will be completed at the request of the Contractor furnishing the goods or services.

When samples are requested they shall be delivered by the bidder properly identified at the time of the bid opening unless the bidding documents indicates a different time. Samples shall be submitted free of charge. Samples will be removed by the bidder at his expense. The Town will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the Vendor, they shall be considered as abandoned and the Town shall have the right to dispose of them as its own property. The Purchasing Agent may, at his discretion, hold the sample or samples of the successful bidder or bidders, for comparison with articles delivered on the Purchase Order, or orders issued subsequent to the award.

#### SUBMISSION OF INVOICES

The following provisions regarding submission of invoices are an integral part of these bidding documents, and as such, will create a contractual obligation on the part of the awarded vendor. Failure to comply with these contractual requirements may result in a breach of contract:

All invoices submitted to the Town of West Hartford for goods or services shall contain the following minimum information:

- Town Order Number
- Complete description of goods or services rendered.
- Agency and name of individual requesting goods or rendering of services.
- Date of delivery of goods or rendering of services.
- Complete price information, including gross amount, discount if applicable, net amount and itemization of labor charges if applicable.
- Additional information as may be required by contract.

All invoices must be forwarded to the Town department to whom goods or services were rendered.

#### TOXIC SUBSTANCES

In accordance with section 31-40 of the General Statutes of Connecticut any person who supplies any toxic substance as defined in 31-40 shall provide the following information:

- 1) The generic or basic chemical name of the toxic substance;
- 2) the level at which exposure to the substance is determined to be hazardous. If known;
- 3) the acute and chronic effects of exposure of hazardous levels;
- 4) the symptoms of such effects;
- 5) appropriate emergency treatment;
- 6) proper conditions for safe use and exposure to such toxic substance;
- 7) procedures for cleanup of leaks and spills of such toxic substance; and
- 8) a label on each container of any such substance which states, in a clearly legible and conspicuous form, that a toxic substance is contained therein.

This information shall be disclosed at the time of the bid opening and chemical data sheets will also be required if the products meet the toxic substance criteria.

#### VENDOR WARRANTY

Vendor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
  - b. Warranty the products or services against defective material or workmanship and to repair or replace any damage or marring of products occasioned in transit.
  - c. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
  - d. Indemnify and hold harmless the Town, its agencies, agents, offices, servants or employees from any action, law suit or judgment arising out of defects in its products, materials or workmanship, negligence in its activities or breach of its agreement with the Town, including the cost of defense and counsel fees.
- Articles which in any respect fail to conform with the specifications upon which the award is made will be rejected and held subject to the Bidder's disposition and expense.

**WEST HARTFORD TOWN HALL DIRECTIONS**

**FROM THE WATERBURY AREA**

1. Exit 43 (Park Road)
2. Take a left on to Park Road
3. Take a right at the traffic light (Raymond Road)
4. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left

**FROM THE BOSTON AREA**

1. Exit 43 (Park Road)
5. Take a left on to Park Road
6. Take a right at the traffic light (Raymond Road)
7. Go straight through traffic light (Boulevard)

The Town Hall parking lot is on your left